Remarks

The Office Action mailed April 20, 2004 and made final has been carefully reviewed and the foregoing amendment has been made in consequence thereof.

Applicant and the undersigned wish to express their appreciation to Examiner Morgan and Supervisory Examiner Thomas (the "Examiners") for the courtesies they extended during a telephone interview that occurred on July 27, 2004. During the interview, the Office Action dated April 20, 2004 was discussed. More specifically, the undersigned submitted a Proposed Claim Amendment for consideration by the Examiners and discussed at least some of the differences between the present invention and Walker et al. (U.S. Patent No. 6,119,093).

For example, the undersigned pointed out that Walker does not describe or suggest a method for a risk carrier to assume monetary risks from a plurality of risk cedents that includes posting by the risk carrier on a server associated with the risk carrier a plurality of proposals to assume selected risks of the identified risk cedents, wherein each proposal includes financial terms and specific contractual language proposed by the risk carrier for assuming selected risks of the identified risk cedents, and wherein the proposals are not offers to be accepted by the identified risk cedents.

Moreover, the undersigned advised the Examiners that Walker does not describe or suggest a method that includes enabling electronic submission by any one of the identified cedents of one of the proposals to assume selected risks associated with the cedent as an offer by the cedent to cede a selected risk for acceptance by the risk carrier, and electronically accepting, by the risk carrier, the offer submitted by one of the identified cedents to form a contract.

Furthermore, the undersigned argued that Walker does not describe or suggest a method that includes using the server associated with the risk carrier for electronically withdrawing from availability for submission as an offer any of the proposals whose acceptance by the risk carrier would reduce the available risk assumption capacity, as recalculated, below a selected amount.

Rather, the undersigned respectfully submitted that Walker teaches away from the present invention. Walker describes a system for facilitating a syndicated sale of an insurance policy, wherein an insurance company (in the role of a cedent) posts insurance policy information including an invitation to offer to buy a share of an insurance policy to a server such that an investor (risk carrier) can review these invitations to offer and submit an offer back to the insurance company (cedent) such that the insurance company (cedent) can accept the offer electronically. In other words, in contrast to the present invention, Walker describes a system wherein the insurance company (cedent) submits an invitation to offer, the investor (risk carrier) reviews the invitation to offer and submits an offer back to the insurance company (cedent), and the insurance company (cedent) accepts the offer electronically.

Although no agreement was reached with respect to the patentability of the claims in the present case, the Examiners advised that they would fully consider Applicant's arguments along with the Amendment to be filed. The Examiners also suggested that Applicant submit this Amendment After Final with a Request for Continued Examination (RCE) so that the Amendment could be considered and entered. The Examiners also indicated that the Proposed Claim Amendment might place this case in condition for allowance. The foregoing Amendment has been made in consequence of the Examiner Interview.

Accordingly, Applicant respectfully submits that the present patent application is in condition for allowance.

Claims 1-29 are now pending in this application. Claims 1-29 stand rejected.

In accordance with 37 C.F.R. 1.136(a), a one month extension of time is submitted herewith to extend the due date of the response to the Office Action dated April 20, 2004, for the above-identified patent application from July 20, 2004, through and including August 20, 2004. In accordance with 37 C.F.R. 1.17(a)(3), authorization to charge a deposit account in the amount of $110.00 to cover this extension of time request also is submitted herewith.

The rejection of Claims 1-3, 5-10, 12-15, 17-24 and 27029 under 35 U.S.C. § 103 as being unpatentable over Walker et al. (U.S. Patent No. 6,119,093) ("Walker") is respectfully traversed.

Applicant respectfully submits that Walker does not describe or suggest the claimed invention. As discussed below, at least one of the differences between Walker and the present invention is that Walker does not describe or suggest a method for a risk carrier to assume monetary risks from a plurality of risk cedents that includes posting by the risk carrier on a server associated with the risk carrier a plurality of proposals to assume selected risks of the identified risk cedents, wherein each proposal includes financial terms and specific contractual language proposed by the risk carrier for assuming selected risks of the identified risk cedents, and wherein the proposals are not offers to be accepted by the identified risk cedents.

Moreover, Walker does not describe or suggest a method that includes enabling electronic submission by any one of the identified cedents of one of the proposals to assume selected risks associated with the cedent as an offer by the cedent to cede a selected risk for acceptance by the risk carrier, and electronically accepting, by the risk carrier, the offer submitted by one of the identified cedents to form a contract.

Furthermore, Walker does not describe or suggest a method that includes using the server associated with the risk carrier for electronically withdrawing from availability for submission as an offer any of the proposals whose acceptance by the risk carrier would reduce the available risk assumption capacity, as recalculated, below a selected amount.

Rather, Walker teaches away from the present invention. Walker describes a system for facilitating a syndicated sale of an insurance policy. Although Walker describes two (2) embodiments relating to the manner in which an investor (in the role of a risk carrier) submits an offer to an insurance company, Walker describes a single system wherein an insurance company (in the role of a cedent) posts insurance policy information including an invitation to offer to buy a share of an insurance policy to a server such that an investor (risk carrier) can review these invitations to offer and submit an offer back to the insurance company (cedent) such that the

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insurance company (cedent) can <u>accept</u> the offer electronically. In other words, Walker describes a system wherein the insurance company (cedent) submits an invitation to offer, the investor (risk carrier) reviews the invitation to offer and submits an offer back to the insurance company (cedent), and the insurance company (cedent) accepts the offer electronically.

The two (2) embodiments described in Walker merely relate to the manner in which the investor submits an offer to the insurance company. In the first embodiment of Walker, the insurance company (cedent) provides the investor (risk carrier) with a risk profile for the policy including a given monthly premium offered in exchange for a given amount of risk (col. 14, lines 19-23). The investor uses this risk profile when submitting their offer back to the insurance company (cedent). In the second embodiment of Walker, the investors (risk carrier) arrive at their own rating for a policy and then offer bids expressed in monthly premium amounts against a given portion of risk (col. 14, lines 23-25).

In both embodiments, however, the insurance company (cedent) submits an invitation to offer, the investor (risk carrier) reviews the invitation to offer and submits an offer back to the insurance company (cedent), and the insurance company (cedent) accepts the offer electronically. Thus, Walker teaches away from the present invention because the present invention describes a method that includes posting by the risk carrier (not the cedent as in Walker) on a server associated with the risk carrier a plurality of proposals to assume selected risks of the identified risk cedents wherein the proposals are not offers to be accepted by the identified risk cedents, enabling electronic submission by any one of the identified cedents (not the risk carrier as in Walker) of one of the proposals to assume selected risks associated with the cedent as an offer by the cedent to cede a selected risk for acceptance by the risk carrier, and electronically accepting, by the risk carrier (not the cedent as in Walker), the offer submitted by one of the identified cedents to form a contract. Accordingly, Applicant respectfully submits that the present claims are patentable over Walker.

Walker describes a system for facilitating a syndicated sale of an insurance policy. The system employs a processor and a storage device connected to the processor, and a data receiving device and a data output device connected to the processor. The processor executes a program to

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receive information relating to the insurance policy, and transmit for electronic viewing by a potential buyer an invitation to offer to buy a share in the underwriting of the insurance policy. The share has associated therewith a risk cost assessable to the buyer if payment is made on a claim under the insurance policy. The processor receives offers to underwrite the share of the insurance policy; each offer includes information identifying collateral (e.g., line of credit associated with a credit card account) against which the risk cost may be charged in the event of payment on a claim. The transmission of the invitation and the offer to buy a share may advantageously be made on the Internet.

Claim 1 recites a method for a risk carrier to assume monetary risks from a plurality of risk cedents using a server associated with the risk carrier, the method includes "(a) calculating an available risk assumption capacity for the risk carrier including at least one of a per occurrence capacity and a cedent capacity, the per occurrence capacity is a predetermined amount of risk that the risk carrier may assume for a specific type of risk, the cedent capacity is a predetermined amount of risk that the risk carrier may assume for a specific cedent...(b) identifying risk cedents having a class of risk that includes at least one type of risk that the risk carrier is interested in assuming under predetermined terms...(c) posting by the risk carrier on the server associated with the risk carrier a plurality of proposals to assume selected risks of the identified risk cedents such that the proposals are viewable through a computer network, each proposal including financial terms and specific contractual language proposed by the risk carrier for assuming selected risks of the identified risk cedents, the proposals are not offers to be accepted by the identified risk cedents...(d) initializing on the server the available risk assumption capacity of the risk carrier...(e) enabling electronic submission by any one of the identified cedents of one of the proposals to assume selected risks associated with the cedent as an offer by the cedent to cede a selected risk for acceptance by the risk carrier...(f) electronically accepting, by the risk carrier, the offer submitted by one of the identified cedents to form a contract...(g) electronically recalculating the available risk assumption capacity upon accepting the offer...and (h) using the server associated with the risk carrier for electronically withdrawing from availability for submission as an offer any of the proposals whose acceptance by the risk

carrier would reduce the available risk assumption capacity, as recalculated, below a selected amount."

Walker does not describe or suggest a method for a risk carrier to assume monetary risks from a plurality of risk cedents as recited in Claim 1. More specifically, Walker does not describe or suggest a method that includes posting by the risk carrier on the server associated with the risk carrier a plurality of proposals to assume selected risks of the identified risk cedents, wherein each proposal includes financial terms and specific contractual language proposed by the risk carrier for assuming selected risks of the identified risk cedents, and wherein the proposals are not offers to be accepted by the identified risk cedents.

Moreover, Walker does not describe or suggest a method that includes enabling electronic submission by any one of the identified cedents of one of the proposals to assume selected risks associated with the cedent as an offer by the cedent to cede a selected risk for acceptance by the risk carrier, and electronically accepting, by the risk carrier, the offer submitted by one of the identified cedents to form a contract.

Rather, in contrast to the present invention, Walker teaches away from the present invention. Walker describes a system for facilitating a syndicated sale of an insurance policy wherein an insurance company (in the role of a cedent) posts an invitation to offer to buy a share of an insurance policy to a server such that an investor (in the role of a risk carrier) can review these invitations to offer and submit an offer back to the insurance company (cedent) such that the insurance company (cedent) can accept the offer electronically. In other words, Walker describes a system wherein the insurance company (cedent) submits an invitation to offer, the investor (risk carrier) reviews the invitation to offer and submits an offer back to the insurance company (cedent), and the insurance company (cedent) accepts the offer electronically.

Additionally, because the investor (risk carrier) in Walker does not submit proposals but rather offers, and does not submit specific contractual language, Walker does not describe or teach posting by the risk carrier a plurality of proposals to assume selected risks of the identified

risk cedents wherein each proposal includes financial terms and specific contractual language proposed by the risk carrier for assuming selected risks of the identified risk cedents.

Furthermore, Walker does not describe or suggest a method that includes using the server associated with the risk carrier for electronically withdrawing from availability for submission as an offer any of the proposals whose acceptance by the risk carrier would reduce the available risk assumption capacity, as recalculated, below a selected amount.

The Office Action acknowledges at page 5 that Walker fails to teach "electronically withdrawing from availability for submission as an offer any of the proposals whose acceptance by the risk carrier would reduce the available risk assumption capacity, as recalculated, below a selected amount." However, the Office Action suggests at page 5 that Walker teaches "in one particular preferred embodiment, investors themselves arriving at a rate for a policy, by offering bids against a given portion of risk" and that Walker teaches "a syndication central server that transmits updated syndication and transaction information to the insurance company server suggesting that once an investor makes payment, the amount of available risk assumption capacity is decreased (recalculated) and the policy information is update...This essentially withdraws from availability the submission of offers and proposals...." Applicant traverses this suggestion.

Applicant respectfully submits that Walker does not describe or teach using the server associated with the risk carrier for electronically withdrawing from availability for submission as an offer any of the proposals whose acceptance by the risk carrier would reduce the available risk assumption capacity, as recalculated, below a selected amount. In fact, in Walker, the investor (risk carrier) is not associated with a server. Therefore, Walker does not teach using a server associated with a risk carrier for electronically withdrawing any proposals. Moreover, in Walker, the investor (risk carrier) does not submit "proposals" but rather only submits "offers" that are to be accepted by the insurance company (cedent). Thus, the investor in Walker cannot withdraw from availability for submission as an offer any proposals. Walker therefore does not describe or teach using a server associated with the risk carrier for electronically withdrawing from availability for submission as an offer any of the proposals whose acceptance by the risk

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carrier would reduce the available risk assumption capacity, as recalculated, below a selected amount. Accordingly, Applicant respectfully submits that Claim 1 is patentable over Walker.

For at least the reasons set forth above, Claim 1 is submitted to be patentable over Walker.

Claims 2 and 3 depend from independent Claim 1. When the recitations of Claims 2 and 3 are considered in combination with the recitations of Claim 1, Applicant submits that dependent Claims 2 and 3 likewise are patentable over Walker.

Claim 5 recites a method for a risk carrier to assume monetary risks from a plurality of risk cedents using a server associated with the risk carrier, the method includes "(a) calculating an available risk assumption capacity for the risk carrier including at least one of a per occurrence capacity and a cedent capacity, the per occurrence capacity is a predetermined amount of risk that the risk carrier may assume for a specific type of risk, the cedent capacity is a predetermined amount of risk that the risk carrier may assume for a specific cedent...(b) identifying risk cedents having a class of risk that includes at least one type of risk that the risk carrier is interested in assuming under predetermined terms...(c) posting by the risk carrier on the server associated with the risk carrier a proposal to assume a monetary risk of the identified risk cedents such that the proposal is viewable by the identified risk cedents through a computer network, each proposal including financial terms and specific contractual language proposed by the risk carrier for assuming a monetary risk of the identified risk cedents, the proposals are not offers to be accepted by the identified risk cedents...(d) initializing on the server the available risk assumption capacity of the risk carrier...(e) enabling at least one of the identified risk cedents to respond to the proposal to assume a monetary risk by electronically submitting to the risk carrier an offer to cede the monetary risk for acceptance by the risk carrier...(f) electronically accepting, by the risk carrier, the offer submitted by one of the identified risk cedents to form a contract...(g) electronically recalculating the available risk assumption capacity upon accepting the offer...and (h) using the server associated with the risk carrier for electronically withdrawing the proposal from availability for submission as an offer to cede the

monetary risk if further acceptance of the offer would reduce the available risk assumption capacity, as recalculated, below a selected amount."

Walker does not describe or suggest a method for a risk carrier to assume monetary risks from a plurality of risk cedents as recited in Claim 5. More specifically, as described above, Walker does not describe or suggest a method that includes posting by the risk carrier on a server associated with the risk carrier a proposal to assume a monetary risk of the identified risk cedents, wherein each proposal includes financial terms and specific contractual language proposed by the risk carrier for assuming a monetary risk of the identified risk cedents, and wherein the proposals are not offers to be accepted by the identified risk cedents.

Moreover, Walker does not describe or suggest a method that includes enabling at least one of the identified risk cedents to respond to the proposal to assume a monetary risk by electronically submitting to the risk carrier an offer to cede the monetary risk for acceptance by the risk carrier, and electronically accepting, by the risk carrier, the offer submitted by one of the identified risk cedents to form a contract.

Rather, Walker teaches away from the present invention. Walker describes a system for facilitating a syndicated sale of an insurance policy wherein an insurance company (cedent) posts an invitation to offer to buy a share of an insurance policy to a server such that an investor (risk carrier) can review these invitations to offer and submit an offer back to the insurance company (cedent) to be accepted by the insurance company (cedent) electronically. In contrast, the present invention describes posting by a risk carrier a proposal to assume a monetary risk of identified risk cedents wherein the proposals are not offers to be accepted by the identified risk cedents, enabling at least one of the identified risk cedents to respond to the proposal to assume a monetary risk by electronically submitting to the risk carrier an offer to cede the monetary risk for acceptance by the risk carrier, and electronically accepting, by the risk carrier, the offer submitted by one of the identified risk cedents to form a contract.

Additionally, because the investor (risk carrier) in Walker does not submit proposals but rather offers, and does not submit specific contractual language, Walker does not describe or

teach posting by the risk carrier a proposal to assume a monetary risk of identified risk cedents wherein each proposal includes financial terms and specific contractual language proposed by the risk carrier for assuming a monetary risk of the identified risk cedents.

Furthermore, Walker does not describe or suggest a method that includes using a server associated with the risk carrier for electronically withdrawing the proposal from availability for submission as an offer to cede the monetary risk if further acceptance of the offer would reduce the available risk assumption capacity, as recalculated, below a selected amount."

The Office Action acknowledges at page 5 that Walker fails to teach "electronically withdrawing from availability for submission as an offer any of the proposals whose acceptance by the risk carrier would reduce the available risk assumption capacity, as recalculated, below a selected amount." However, the Office Action suggests at page 5 that Walker teaches "in one particular preferred embodiment, investors themselves arriving at a rate for a policy, by offering bids against a given portion of risk" and that Walker teaches "a syndication central server that transmits updated syndication and transaction information to the insurance company server suggesting that once an investor makes payment, the amount of available risk assumption capacity is decreased (recalculated) and the policy information is update...This essentially withdraws from availability the submission of offers and proposals...." Applicant traverses this suggestion.

Applicant respectfully submits that Walker does not describe or teach using a server associated with the risk carrier for electronically withdrawing the proposal from availability for submission as an offer to cede the monetary risk if further acceptance of the offer would reduce the available risk assumption capacity, as recalculated, below a selected amount." In fact, the investor (risk carrier) in Walker is not associated with a server. Therefore, Walker does not teach using a server associated with a risk carrier for electronically withdrawing any proposals. Moreover, the investor (risk carrier) in Walker does not submit "proposals" but rather only submits "offers" that are to be accepted by the insurance company (cedent). Thus, the investor in Walker cannot withdraw from availability for submission as an offer any proposals. Walker

therefore does not describe or teach step (h) of Claim 5. Accordingly, Applicant respectfully submits that Claim 5 is patentable over Walker.

For at least the reasons set forth above, Claim 5 is submitted to be patentable over Walker.

Claims 6 and 7 depend from independent Claim 5. When the recitations of Claims 6 and 7 are considered in combination with the recitations of Claim 5, Applicant submits that dependent Claims 6 and 7 likewise are patentable over Walker.

Claim 8 recites a method for ceding a plurality of monetary risks from a risk cedent to a risk carrier using a server associated with the risk carrier, the method includes "(a) calculating an available risk assumption capacity for the risk carrier including at least one of a per occurrence capacity and a cedent capacity, the per occurrence capacity is a predetermined amount of risk that represents a maximum amount of total risk that the risk carrier may assume for a specific type of risk, the cedent capacity is a predetermined amount of risk that represents a maximum amount of total risk that the risk carrier may assume for a specific cedent...(b) identifying a risk cedent having a class of risk that includes at least one type of risk that the risk carrier is interested in assuming under predetermined terms...(c) posting by the risk carrier on the server associated with the risk carrier a plurality of proposals to assume a plurality of risks of the identified risk cedent such that the proposals are viewable by the cedent through a computer network, each proposal including financial terms and specific contractual language proposed by the risk carrier for assuming at least one risk of the identified risk cedent, the proposals are not offers to be accepted by the identified risk cedents...(d) initializing on the server the available risk assumption capacity of the risk carrier...(e) enabling electronic submission by the cedent of any one of the proposals to assume a plurality of risks as an offer to cede the plurality of risks for acceptance by the risk carrier...(f) electronically accepting, by the risk carrier the offer submitted by the cedent to form a contract...(g) electronically recalculating the available risk assumption capacity upon accepting the offer...and (h) using the server associated with the risk carrier for electronically withdrawing from availability for submission as an offer any of the proposals

which have not been submitted for acceptance and whose acceptance would reduce the available risk assumption capacity, as recalculated, below a selected amount."

Walker does not describe or suggest a method for ceding a plurality of monetary risks from a risk cedent to a risk carrier as recited in Claim 8. More specifically, Walker does not describe or suggest a method that includes posting by the risk carrier on a server associated with the risk carrier a plurality of proposals to assume a plurality of risks of the identified risk cedent, wherein each proposal includes financial terms and specific contractual language proposed by the risk carrier for assuming at least one risk of the identified risk cedent, and wherein the proposals are not offers to be accepted by the identified risk cedents.

Moreover, Walker does not describe or suggest enabling electronic submission by the cedent of any one of the proposals to assume a plurality of risks as an offer to cede the plurality of risks for acceptance by the risk carrier, and electronically accepting, by the risk carrier the offer submitted by the cedent to form a contract.

Rather, Walker teaches away from the present invention. Walker describes a system for facilitating a syndicated sale of an insurance policy wherein an insurance company (cedent) posts an invitation to offer to buy a share of an insurance policy to a server such that an investor (risk carrier) can review these invitations to offer and submit an offer back to the insurance company (cedent) to be accepted by the insurance company (cedent) electronically. In contrast, the present invention describes posting by the risk carrier a plurality of proposals to assume a plurality of risks of the identified risk cedent wherein the proposals are not offers to be accepted by the identified risk cedents, enabling electronic submission by the cedent of any one of the proposals to assume a plurality of risks as an offer to cede the plurality of risks for acceptance by the risk carrier, and electronically accepting, by the risk carrier the offer submitted by the cedent to form a contract.

Walker also does not describe or teach proposal that include financial terms and specific contractual language proposed by the risk carrier for assuming a monetary risk of the identified risk cedents.

Furthermore, Walker does not describe or suggest a method that includes using the server associated with the risk carrier for electronically withdrawing from availability for submission as an offer any of the proposals which have not been submitted for acceptance and whose acceptance would reduce the available risk assumption capacity, as recalculated, below a selected amount. In fact, the investor (risk carrier) in Walker is not associated with a server. Therefore, Walker does not teach using a server associated with a risk carrier for electronically withdrawing any proposals. Moreover, the investor (risk carrier) in Walker does not submit "proposals" but rather only submits "offers" that are to be accepted by the insurance company (cedent). Thus, the investor in Walker cannot withdraw from availability for submission as an offer any proposals. Walker therefore does not describe or teach step (h) of Claim 8. Accordingly, Applicant respectfully submits that Claim 8 is patentable over Walker.

For at least the reasons set forth above, Claim 8 is submitted to be patentable over Walker.

Claims 9 and 10 depend from independent Claim 8. When the recitations of Claims 9 and 10 are considered in combination with the recitations of Claim 8, Applicant submits that dependent Claims 9 and 10 likewise are patentable over Walker.

Claims 12-15 depend from independent Claim 11. Claim 11 recites a method for a reinsurer to sell treaty type reinsurance to a plurality of selected cedents using a server associated with the reinsurer, the method includes "(a) calculating an available risk assumption capacity for the reinsurer including at least one of a per occurrence capacity and a cedent capacity, the per occurrence capacity is a predetermined amount of risk that the reinsurer may assume for a specific type of risk, the cedent capacity is a predetermined amount of risk that the reinsurer may assume for a specific cedent...(b) evaluating by a reinsurer an insurance portfolio of each of a plurality of cedents...(c) developing proposals to reinsure selected insurance portfolios of the selected cedents...(d) posting the proposals by the reinsurer on the server associated with the reinsurer such that the proposals are viewable through a computer network, each proposal including financial terms and specific contractual language proposed by the reinsurer to reinsure selected insurance portfolios of the selected cedents, the proposals are not offers to be accepted

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by the selected cedents…(e) initializing on the server the available risk assumption capacity of the reinsurer…(f) providing access through the computer network to the selected cedents to view the proposals…(g) enabling electronic submission by any one of the selected cedents of one of the proposals as an offer to cede a selected risk for acceptance by the reinsurer…(h) receiving the offer from the cedent by the reinsurer…(i) electronically accepting, by the reinsurer, the offer from the cedent to form a contract…(j) electronically recalculating the available risk assumption capacity upon accepting the offer…and (k) using the server associated with the reinsurer for electronically withdrawing from availability for submission as an offer to cede a selected risk any of the proposals whose acceptance would reduce the available risk assumption capacity, as recalculated, below a selected amount."

Walker does not describe or suggest a method for a reinsurer to sell treaty type reinsurance to a plurality of selected cedents as recited in Claim 11. More specifically, Walker does not describe or suggest a method that includes posting proposals by a reinsurer on a server associated with the reinsurer, wherein each proposal includes financial terms and specific contractual language proposed by the reinsurer to reinsure selected insurance portfolios of the selected cedents, and wherein the proposals are not offers to be accepted by the selected cedents.

Moreover, Walker does not describe or suggest enabling electronic submission by any one of the selected cedents of one of the proposals as an offer to cede a selected risk for acceptance by the reinsurer, receiving the offer from the cedent by the reinsurer, and electronically accepting, by the reinsurer, the offer from the cedent to form a contract.

Rather, Walker teaches away from the present invention. Walker describes a system for facilitating a syndicated sale of an insurance policy wherein an insurance company (cedent) posts an invitation to offer to buy a share of an insurance policy to a server such that an investor (risk carrier) can review these invitations to offer and submit an offer back to the insurance company (cedent) to be accepted by the insurance company (cedent) electronically.

Furthermore, Walker does not describe or suggest using the server associated with the reinsurer for electronically withdrawing from availability for submission as an offer to cede a

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selected risk any of the proposals whose acceptance would reduce the available risk assumption capacity, as recalculated, below a selected amount. In fact, the investor (risk carrier) in Walker is not associated with a server and therefore does not teach using a server associated with a risk carrier for electronically withdrawing any proposals. Moreover, the investor (risk carrier) in Walker does not submit "proposals" but rather only submits "offers" that are to be accepted by the insurance company (cedent), and thus, the investor in Walker cannot withdraw from availability for submission as an offer any proposals. Walker therefore does not describe or teach step (k) of Claim 11. Accordingly, Applicant respectfully submits that Claim 11 is patentable over Walker.

When the recitations of Claims 12-15 are considered in combination with the recitations of Claim 11, Applicant submits that dependent Claims 12-15 likewise are patentable over Walker.

Claims 17-20 depend from independent Claim 16. Claim 16 recites a method for a reinsurer to sell reinsurance for a plurality of classes of insurance to a plurality of cedents using a server associated with the reinsurer, the method includes "(a) calculating an available risk assumption capacity for the reinsurer including at least one of a per occurrence capacity and a cedent capacity, the per occurrence capacity is a predetermined amount of risk that the reinsurer may assume for a specific type of risk, the cedent capacity is a predetermined amount of risk that the reinsurer may assume for a specific cedent...(b) developing, for each of the classes of insurance, a proposal to reinsure insurance portfolios of the cedents...(c) posting the proposals by the reinsurer on the sever associated with the reinsurer such that selected ones of the proposals are viewable by selected ones of the cedents through a computer network, each proposal including financial terms and specific contractual language proposed by the reinsurer for assuming selected risks of a selected cedent, the proposals are not offers to be accepted by the selected cedents...(d) initializing on the server a cedent capacity for each of the cedents and a per occurrence capacity for each of the proposals...(e) enabling electronic submission by any one of the cedents of one of the proposals to assume selected risks associated with the cedent as an offer to cede a selected risk for acceptance by the reinsurer...(f) electronically accepting by the

reinsurer the offer submitted by one of the selected cedents to form a contract...(g) electronically recalculating the cedent capacity of the cedent and the per occurrence capacity of the proposal upon accepting the offer...and (h) using the server associated with the reinsurer for electronically withdrawing from availability for submission as an offer any of the proposals whose acceptance would reduce the cedent capacity and the per occurrence capacity, as recalculated, below a selected amount."

Walker does not describe or suggest a method for a reinsurer to sell reinsurance for a plurality of classes of insurance to a plurality of cedents as recited in Claim 16. More specifically, Walker does not describe or suggest a method that includes posting proposals by a reinsurer on a sever associated with the reinsurer such that selected ones of the proposals are viewable by selected ones of the cedents through a computer network, each proposal including financial terms and specific contractual language proposed by the reinsurer for assuming selected risks of a selected cedent, the proposals are not offers to be accepted by the selected cedents

Moreover, Walker does not describe or suggest enabling electronic submission by any one of the cedents of one of the proposals to assume selected risks associated with the cedent as an offer to cede a selected risk for acceptance by the reinsurer, and electronically accepting by the reinsurer the offer submitted by one of the selected cedents to form a contract.

Rather, Walker describes a system for facilitating a syndicated sale of an insurance policy wherein an insurance company (cedent) posts an invitation to offer to buy a share of an insurance policy to a server such that an investor (risk carrier) can review these invitations to offer and submit an offer back to the insurance company (cedent) to be accepted by the insurance company (cedent) electronically. Thus, in Walker and in contrast to the present invention, the cedent posts the invitation to offer, the risk carrier submits the offer, and the cedent accepts the offer.

Furthermore, Walker does not describe or suggest using the server associated with the reinsurer for electronically withdrawing from availability for submission as an offer any of the proposals whose acceptance would reduce the cedent capacity and the per occurrence capacity, as recalculated, below a selected amount. In fact, the investor (risk carrier) in Walker is not

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associated with a server and therefore does not teach using a server associated with a reinsurer for electronically withdrawing any proposals. Moreover, the investor (risk carrier) in Walker does not submit "proposals" but rather only submits "offers" that are to be accepted by the insurance company (cedent), and thus, the investor in Walker cannot withdraw from availability for submission as an offer any proposals. Walker therefore does not describe or teach step (h) of Claim 16. Accordingly, Applicant respectfully submits that Claim 16 is patentable over Walker.

When the recitations of Claims 17-20 are considered in combination with the recitations of Claim 16, Applicant submits that dependent Claims 17-20 likewise are patentable over Walker.

Claim 21 recites a method for a risk carrier to assume monetary risks from a plurality of risk cedents, the method includes "(a) calculating an available risk assumption capacity for the risk carrier including a per occurrence capacity and a cedent capacity, the per occurrence capacity is a predetermined amount of risk that represents a maximum amount of total risk that the risk carrier may assume for a specific type of risk, the cedent capacity is a predetermined amount of risk that represents a maximum amount of total risk that the risk carrier may assume for a specific cedent…(b) identifying risk cedents having a class of risk that includes at least one type of risk that the risk carrier is interested in assuming under predetermined terms…(c) posting, by the risk carrier, on a computer network, a plurality of proposals to assume selected risks of the identified risk cedents such that the proposals are viewable through the computer network, each proposal including financial terms and specific contractual language proposed by the risk carrier for assuming selected risks of the identified risk cedents, the proposals are not offers to be accepted by the identified risk cedents…(d) initializing on the computer network the available risk assumption capacity of the risk carrier including the per occurrence capacity and the cedent capacity for the risk carrier…(e) enabling electronic submission by any one of the cedents of one of the proposals associated therewith as an offer to cede a selected risk for acceptance by the risk carrier…(f) electronically accepting, by the risk carrier, the offer submitted by one of the risk cedents to form a contract…(g) electronically recalculating the available risk assumption capacity including the per occurrence capacity and the cedent capacity

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for the risk carrier upon accepting the offer...and (h) electronically withdrawing from availability or submission as an offer any of the proposals whose acceptance would reduce the available risk assumption capacity including the per occurrence capacity and the cedent capacity for the risk carrier, as recalculated, below a selected amount, such that electronic submission of any of the proposals which have been withdrawn from availability is prevented."

Walker does not describe or suggest a method for a risk carrier to assume monetary risks from a plurality of risk cedents as recited in Claim 21. More specifically, Walker does not describe or suggest a method that includes posting, by the risk carrier, on a computer network, a plurality of proposals to assume selected risks of the identified risk cedents, wherein each proposal includes financial terms and specific contractual language proposed by the risk carrier for assuming selected risks of the identified risk cedents, and wherein the proposals are not offers to be accepted by the identified risk cedents.

Moreover, Walker does not describe or suggest enabling electronic submission by any one of the cedents of one of the proposals associated therewith as an offer to cede a selected risk for acceptance by the risk carrier, and electronically accepting, by the risk carrier, the offer submitted by one of the risk cedents to form a contract.

Rather, Walker describes a system for facilitating a syndicated sale of an insurance policy wherein an insurance company (cedent) posts an invitation to offer to buy a share of an insurance policy to a server such that an investor (risk carrier) can review these invitations to offer and submit an offer back to the insurance company (cedent) to be accepted by the insurance company (cedent) electronically. Thus, in Walker and in contrast to the present invention, the cedent posts the invitation to offer, the risk carrier submits the offer, and the cedent accepts the offer.

Furthermore, Walker does not describe or suggest electronically withdrawing from availability or submission as an offer any of the proposals whose acceptance would reduce the available risk assumption capacity including the per occurrence capacity and the cedent capacity for the risk carrier, as recalculated, below a selected amount, such that electronic submission of

any of the proposals which have been withdrawn from availability is prevented. Accordingly, Applicant respectfully submits that Claim 21 is patentable over Walker.

For at least the reasons set forth above, Claim 21 is submitted to be patentable over Walker.

Claim 22 recites a network based system for assuming monetary risks by a risk carrier from a plurality of risk cedents, the system includes a client system, a database for storing information relating to the plurality of risk cedents, and a server system associated with the risk carrier and configured to be coupled to the client system and the database, the server system further configured to "calculate an available risk assumption capacity for the risk carrier including at least one of a per occurrence capacity and a cedent capacity, said per occurrence capacity is a predetermined amount of risk that the risk carrier may assume for a specific type of risk, said cedent capacity is a predetermined amount of risk that the risk carrier may assume for a specific cedent…identify risk cedents having a class of risk that includes at least one type of risk that the risk carrier is interested in assuming under predetermined terms…receive from the risk carrier a plurality of proposals to assume selected risks of the identified risk cedents such that said proposals are viewable through said server, each proposal including financial terms and specific contractual language proposed by the risk carrier for assuming selected risks of the identified risk cedents, the proposals are not offers to be accepted by the identified risk cedents…store said available risk assumption capacity of the risk carrier in said database…receive from the identified cedents via said client system one of said proposals to assume selected risks associated with the cedent as an offer by the cedent to cede a selected risk for acceptance by the risk carrier…enable the risk carrier to accept said offer submitted by one of the identified cedents to form a contract…recalculate said available risk assumption capacity upon accepting said offer…and withdraw from availability for submission as an offer any of said proposals whose acceptance by the risk carrier would reduce said available risk assumption capacity, as recalculated, below a selected amount."

Walker does not describe or suggest a network based system for assuming monetary risks by a risk carrier from a plurality of risk cedents as recited in Claim 22. More specifically,

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Walker does not describe or suggest a system that includes a server system associated with a risk carrier that is configured to receive from the risk carrier a plurality of proposals to assume selected risks of the identified risk cedents, wherein each proposal includes financial terms and specific contractual language proposed by the risk carrier for assuming selected risks of the identified risk cedents, and wherein the proposals are not offers to be accepted by the identified risk cedents.

Moreover, Walker does not describe or suggest a server system configured to receive from the identified cedents via the client system one of the proposals to assume selected risks associated with the cedent as an offer by the cedent to cede a selected risk for acceptance by the risk carrier, and enable the risk carrier to accept the offer submitted by one of the identified cedents to form a contract.

Rather, Walker describes a system for facilitating a syndicated sale of an insurance policy wherein an insurance company (cedent) posts an invitation to offer to buy a share of an insurance policy to a server such that an investor (risk carrier) can review these invitations to offer and submit an offer back to the insurance company (cedent) to be accepted by the insurance company (cedent) electronically. Thus, in Walker and in contrast to the present invention, the cedent posts the invitation to offer, the risk carrier submits the offer, and the cedent accepts the offer.

Furthermore, Walker does not describe or suggest a server system configured to withdraw from availability for submission as an offer any of the proposals whose acceptance by the risk carrier would reduce the available risk assumption capacity, as recalculated, below a selected amount. In fact, the investor (risk carrier) in Walker is not associated with a server and therefore does not teach a server associated with a risk carrier that is configured to withdraw any proposals. Moreover, the investor (risk carrier) in Walker does not submit "proposals" but rather only submits "offers" that are to be accepted by the insurance company (cedent), and thus, the investor in Walker cannot withdraw from availability for submission as an offer any proposals. Walker therefore does not describe or teach the system as recited in Claim 22. Accordingly, Applicant respectfully submits that Claim 22 is patentable over Walker.

For at least the reasons set forth above, Claim 22 is submitted to be patentable over Walker.

When the recitations of Claims 23-24 are considered in combination with the recitations of Claim 22, Applicant submits that dependent Claims 23-24 likewise are patentable over Walker.

Claims 27-29 depend from independent Claim 26. Claim 26 recites a network based system for a reinsurer to sell reinsurance for a plurality of classes of insurance to a plurality of cedents, the system includes a client system, a database for storing information relating to the plurality of cedents, and a server system associated with the reinsurer, the server is configured to "calculate an available risk assumption capacity for the reinsurer including at least one of a per occurrence capacity and a cedent capacity, said per occurrence capacity is a predetermined amount of risk that represents a maximum amount of total risk that the reinsurer may assume for a specific type of risk, said cedent capacity is a predetermined amount of risk that represents a maximum amount of total risk that the reinsurer may assume for a specific cedent...generate, for each of said classes of insurance, a proposal for the reinsurer to reinsure insurance portfolios of the cedents...post proposals such that selected ones of said proposals are viewable by selected ones of the cedents, each proposal including financial terms and specific contractual language proposed by the risk carrier for assuming selected risks associated with selected cedents, the proposals are not offers to be accepted by the selected cedents...store a cedent capacity for each of the cedents and a per occurrence capacity for each of said proposals...receive from any one of the cedents via said client system one of said proposals to assume selected risks associated with the cedent as an offer by the cedent to cede a selected risk for acceptance by the reinsurer...enable the reinsurer to accept said offer submitted by one of the selected cedents to form a contract...recalculate said cedent capacity of the cedent and said per occurrence capacity of the proposal upon accepting said offer...and withdraw from availability for submission as an offer any of said proposals whose acceptance would reduce said cedent capacity and said per occurrence capacity, as recalculated, below a selected amount."

Walker does not describe or suggest a network based system for a reinsurer to sell reinsurance for a plurality of classes of insurance to a plurality of cedents as recited in Claim 26. More specifically, Walker does not describe or suggest a system that includes a server system associated with a reinsurer that is configured to post proposals, wherein each proposal includes financial terms and specific contractual language proposed by the risk carrier for assuming selected risks associated with selected cedents, and wherein the proposals are not offers to be accepted by the selected cedents.

Moreover, Walker does not describe or suggest a server system configured to receive from any one of the cedents via the client system one of the proposals to assume selected risks associated with the cedent as an offer by the cedent to cede a selected risk for acceptance by the reinsurer, and enable the reinsurer to accept the offer submitted by one of the selected cedents to form a contract.

Rather, Walker describes a system for facilitating a syndicated sale of an insurance policy wherein an insurance company (cedent) posts an invitation to offer to buy a share of an insurance policy to a server such that an investor (risk carrier) can review these invitations to offer and submit an offer back to the insurance company (cedent) to be accepted by the insurance company (cedent) electronically. Thus, in Walker and in contrast to the present invention, the cedent posts the invitation to offer, the risk carrier submits the offer, and the cedent accepts the offer.

Furthermore, Walker does not describe or suggest a server system configured to withdraw from availability for submission as an offer any of the proposals whose acceptance would reduce the cedent capacity and the per occurrence capacity, as recalculated, below a selected amount. In fact, the investor (risk carrier) in Walker is not associated with a server and therefore does not teach a server associated with a reinsurer that is configured to withdraw any proposals. Moreover, the investor (risk carrier) in Walker does not submit "proposals" but rather only submits "offers" that are to be accepted by the insurance company (cedent), and thus, the investor in Walker cannot withdraw from availability for submission as an offer any proposals. Walker therefore does not describe or teach the system as recited in Claim 26. Accordingly, Applicant respectfully submits that Claim 26 is patentable over Walker.

When the recitations of Claims 27-28 are considered in combination with the recitations of Claim 26, Applicant submits that dependent Claims 27-28 likewise are patentable over Walker.

In addition to the arguments set forth above, Applicant further submits that the Section 103 rejection of Claims 1-3, 5-10, 12-15, 17-24, and 27-29 is not a proper rejection. The mere assertion that such an apparatus would have been obvious to one of ordinary skill in the art does not support a prima facie obvious rejection. Rather, each allegation of what would have been an obvious matter of design choice must always be supported by citation to some reference work recognized as standard in the pertinent art, and Applicant given an opportunity to challenge the correctness of the assertion or the repute of the cited reference. Applicant has not been provided with the citation to any reference supporting the combination made in the rejection. The rejection, therefore, fails to provide the Applicant with a fair opportunity to respond to the rejection, and fails to provide the Applicant with the opportunity to challenge the correctness of the rejection. Therefore, Applicant respectfully requests that the Section 103 rejection be withdrawn.

For at least the reasons set forth above, Applicant respectfully requests that the Section 103 rejection of Claims 1-3, 5-10, 12-15, 17-24, and 27-29 be withdrawn.

The rejection of Claim 4 under 35 U.S.C. § 103(a) as being unpatentable over Walker et al. (U.S. Patent No. 6,119,093) ("Walker") in view of Bestwire, *CNA Life Re Pilots Online System for Direct Writers and Reinsurers*, November 12, 1999 ("Bestwire") is respectfully traversed.

Claim 4 depends from independent Claim 1. Claim 1 is recited hereinabove.

Walker is described above. Bestwire describes a system or website in which direct insurance writers, or cedents, post information on specific insurance contracts or applications for insurance as a proposal for which reinsurers are then invited to make an offer to reinsure or assume a portion of the risk.

Applicant submits that neither Walker nor Bestwire, considered alone or in combination, describe or suggest a method as described in Claim 1. More specifically, neither Walker nor Bestwire, considered alone or in combination, describe or suggest a method that includes posting by the risk carrier on the server associated with the risk carrier a plurality of proposals to assume selected risks of the identified risk cedents, wherein each proposal includes financial terms and specific contractual language proposed by the risk carrier for assuming selected risks of the identified risk cedents, and wherein the proposals are not offers to be accepted by the identified risk cedents.

Moreover, neither Walker nor Bestwire, alone or in combination, describe or suggest a method that includes enabling electronic submission by any one of the identified cedents of one of the proposals to assume selected risks associated with the cedent as an offer by the cedent to cede a selected risk for acceptance by the risk carrier, and electronically accepting, by the risk carrier, the offer submitted by one of the identified cedents to form a contract.

Rather, in contrast to the present invention, Walker describes a system for facilitating a syndicated sale of an insurance policy wherein an insurance company (cedent) posts an invitation to offer to buy a share of an insurance policy to a server such that an investor (risk carrier) can review these invitations to offer and submit an offer back to the insurance company (cedent) such that the insurance company (cedent) can accept the offer electronically; and Bestwire describes a system or website in which direct insurance writers, or cedents, post information on specific insurance contracts or applications for insurance as a proposal for which reinsurers are then invited to make an offer to reinsure or assume a portion of the risk. Thus, in both Walker and in Bestwire, and in contrast to the present invention, the cedent posts the invitation to offer, the risk carrier submits the offer, and the cedent accepts the offer.

Furthermore, neither Walker nor Bestwire, alone or in combination, describe or suggest a method that includes using the server associated with the risk carrier for electronically withdrawing from availability for submission as an offer any of the proposals whose acceptance by the risk carrier would reduce the available risk assumption capacity, as recalculated, below a selected amount. In fact, in both Walker and Bestwire, and in contrast to the present invention,

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the risk carrier (i.e., the investor and the reinsurer) is not associated with a server and therefore neither references teaches a server associated with a reinsurer that is configured to withdraw any proposals. Moreover, in both Walker and Bestwire, and in contrast to the present invention, the risk carrier (i.e., the investor and the reinsurer) does not submit "proposals" but rather only submits "offers" that are to be accepted by the insurance company (cedent), and thus, the risk carrier in both references cannot withdraw from availability for submission as an offer any proposals. Accordingly, Applicant respectfully submits that Claim 1 is patentable over Walker in view of Bestwire.

When the recitations of Claim 4 are considered in combination with the recitations of Claim 1, Applicant submits that dependent Claim 4 likewise is patentable over Walker in view of Bestwire.

For at least the reasons set forth above, Applicant respectfully requests that the Section 103 rejection of Claim 4 be withdrawn.

The rejection of Claim 11 under 35 U.S.C. § 103(a) as being unpatentable over Bestwire, *CNA Life Re Pilots Online System for Direct Writers and Reinsurers*, November 12, 1999 ("Bestwire") in view of Walker et al. (U.S. Patent No. 6,119,093) ("Walker") is respectfully traversed.

Bestwire and Walker are both described above.

Claim 11 recites a method for a reinsurer to sell treaty type reinsurance to a plurality of selected cedents using a server associated with the reinsurer, the method includes "(a) calculating an available risk assumption capacity for the reinsurer including at least one of a per occurrence capacity and a cedent capacity, the per occurrence capacity is a predetermined amount of risk that the reinsurer may assume for a specific type of risk, the cedent capacity is a predetermined amount of risk that the reinsurer may assume for a specific cedent...(b) evaluating by a reinsurer an insurance portfolio of each of a plurality of cedents...(c) developing proposals to reinsure selected insurance portfolios of the selected cedents...(d) posting the proposals by the reinsurer on the server associated with the reinsurer such that the proposals are viewable through a

computer network, each proposal including financial terms and specific contractual language proposed by the reinsurer to reinsure selected insurance portfolios of the selected cedents, the proposals are not offers to be accepted by the selected cedents...(e) initializing on the server the available risk assumption capacity of the reinsurer...(f) providing access through the computer network to the selected cedents to view the proposals...(g) enabling electronic submission by any one of the selected cedents of one of the proposals as an offer to cede a selected risk for acceptance by the reinsurer...(h) receiving the offer from the cedent by the reinsurer...(i) electronically accepting, by the reinsurer, the offer from the cedent to form a contract...(j) electronically recalculating the available risk assumption capacity upon accepting the offer...and (k) using the server associated with the reinsurer for electronically withdrawing from availability for submission as an offer to cede a selected risk any of the proposals whose acceptance would reduce the available risk assumption capacity, as recalculated, below a selected amount."

Neither Bestwire nor Walker, considered alone or in combination, describe or suggest a method for a reinsurer to sell treaty type reinsurance to a plurality of selected cedents as recited in Claim 11. More specifically, neither Bestwire nor Walker, considered alone or in combination, describe or suggest a method that includes posting proposals by a reinsurer on a server associated with the reinsurer, wherein each proposal includes financial terms and specific contractual language proposed by the reinsurer to reinsure selected insurance portfolios of the selected cedents, and wherein the proposals are not offers to be accepted by the selected cedents.

Moreover, neither Bestwire nor Walker, considered alone or in combination, describe or suggest enabling electronic submission by any one of the selected cedents of one of the proposals as an offer to cede a selected risk for acceptance by the reinsurer, receiving the offer from the cedent by the reinsurer, and electronically accepting, by the reinsurer, the offer from the cedent to form a contract.

Rather, Bestwire describes a system or website in which direct insurance writers, or cedents, post information on specific insurance contracts or applications for insurance as a proposal for which reinsurers are then invited to make an offer to reinsure or assume a portion of the risk; and Walker describes a system for facilitating a syndicated sale of an insurance policy

wherein an insurance company (cedent) posts an invitation to offer to buy a share of an insurance policy to a server such that an investor (risk carrier) can review these invitations to offer and submit an offer back to the insurance company (cedent) to be accepted by the insurance company (cedent) electronically. Thus, in both Walker and in Bestwire, and in contrast to the present invention, the cedent posts the invitation to offer, the risk carrier submits the offer, and the cedent accepts the offer.

Furthermore, neither Bestwire nor Walker, alone or in combination, describe or suggest using the server associated with the reinsurer for electronically withdrawing from availability for submission as an offer to cede a selected risk any of the proposals whose acceptance would reduce the available risk assumption capacity, as recalculated, below a selected amount. Accordingly, Applicant respectfully submits that Claim 11 is patentable over Bestwire in view of Walker.

For at least the reasons set forth above, Applicant respectfully requests that the Section 103 rejection of Claim 11 be withdrawn.

The rejection of Claim 16 and 25-26 under 35 U.S.C. § 103(a) as being unpatentable over Walker et al. (U.S. Patent No. 6,119,093) ("Walker") in view of Bestwire, *CNA Life Re Pilots Online System for Direct Writers and Reinsurers*, November 12, 1999 ("Bestwire") is respectfully traversed.

Walker and Bestwire are both described above.

Claim 16 recites a method for a reinsurer to sell reinsurance for a plurality of classes of insurance to a plurality of cedents using a server associated with the reinsurer, the method includes "(a) calculating an available risk assumption capacity for the reinsurer including at least one of a per occurrence capacity and a cedent capacity, the per occurrence capacity is a predetermined amount of risk that the reinsurer may assume for a specific type of risk, the cedent capacity is a predetermined amount of risk that the reinsurer may assume for a specific cedent...(b) developing, for each of the classes of insurance, a proposal to reinsure insurance portfolios of the cedents...(c) posting the proposals by the reinsurer on the sever associated with

the reinsurer such that selected ones of the proposals are viewable by selected ones of the cedents through a computer network, each proposal including financial terms and specific contractual language proposed by the reinsurer for assuming selected risks of a selected cedent, the proposals are not offers to be accepted by the selected cedents…(d) initializing on the server a cedent capacity for each of the cedents and a per occurrence capacity for each of the proposals…(e) enabling electronic submission by any one of the cedents of one of the proposals to assume selected risks associated with the cedent as an offer to cede a selected risk for acceptance by the reinsurer…(f) electronically accepting by the reinsurer the offer submitted by one of the selected cedents to form a contract…(g) electronically recalculating the cedent capacity of the cedent and the per occurrence capacity of the proposal upon accepting the offer…and (h) using the server associated with the reinsurer for electronically withdrawing from availability for submission as an offer any of the proposals whose acceptance would reduce the cedent capacity and the per occurrence capacity, as recalculated, below a selected amount."

Neither Walker nor Bestwire, considered alone or in combination, describe or suggest a method for a reinsurer to sell reinsurance for a plurality of classes of insurance to a plurality of cedents as recited in Claim 16. More specifically, neither Walker nor Bestwire, alone or in combination, describe or suggest a method that includes posting proposals by a reinsurer on a sever associated with the reinsurer such that selected ones of the proposals are viewable by selected ones of the cedents through a computer network, wherein each proposal includes financial terms and specific contractual language proposed by the reinsurer for assuming selected risks of a selected cedent, and wherein the proposals are not offers to be accepted by the selected cedents.

Moreover, neither Walker nor Bestwire, alone or in combination, describe or suggest enabling electronic submission by any one of the cedents of one of the proposals to assume selected risks associated with the cedent as an offer to cede a selected risk for acceptance by the reinsurer, and electronically accepting by the reinsurer the offer submitted by one of the selected cedents to form a contract.

Furthermore, neither Walker nor Bestwire, alone or in combination, describe or suggest using the server associated with the reinsurer for electronically withdrawing from availability for submission as an offer any of the proposals whose acceptance would reduce the cedent capacity and the per occurrence capacity, as recalculated, below a selected amount.

Rather, in contrast to the present invention, Walker describes a system for facilitating a syndicated sale of an insurance policy; and Bestwire describes a system or website in which the direct insurance writers, or cedents, post information on specific insurance contracts or applications for insurance as a proposal for which reinsurers are then invited to make an offer to reinsure or assume a portion of the risk. Accordingly, Applicant respectfully submits that Claim 16 is patentable over the cited art.

For at least the reasons set forth above, Applicant respectfully requests that the Section 103 rejection of Claim 16 be withdrawn.

Claim 25 depends from independent Claim 22. Claim 22 is recited hereinabove. As stated above, Walker does not describe or suggest the system recited in Claim 22. Moreover, for the reasons set forth above, neither Walker nor Bestwire, alone or in combination, describe or suggest the system recited in Claim 22. Accordingly, Applicant respectfully submits that Claim 22 is patentable over Walker in view of Bestwire.

When the recitations of Claim 25 are considered in combination with the recitations of Claim 22, Applicant submits that dependent Claim 25 likewise is patentable over Walker in view of Bestwire.

Claim 26 is recited herein above. As stated above, Walker does not describe or suggest the system recited in Claim 26. Moreover, for the reasons set forth above, neither Walker nor Bestwire, alone or in combination, describe or suggest the system recited in Claim 26. Accordingly, Applicant respectfully submits that Claim 26 is patentable over Walker in view of Bestwire.

For at least the reasons set forth above, Applicant respectfully requests that the Section 103 rejection of Claim 26 be withdrawn.

For at least the reasons set forth above, Applicant respectfully requests that the Section 103 rejection of Claims 16 and 25-26 be withdrawn.

In addition to the arguments set forth above, Applicant respectfully submits that the Section 103 rejection of Claims 4, 11, 16, and 25-26 is not a proper rejection. Obviousness cannot be established by merely suggesting that it would have been obvious to one of ordinary skill in the art to modify Walker using the teachings of Bestwire. More specifically, as is well established, obviousness cannot be established by combining the teachings of the cited art to produce the claimed invention, absent some teaching, suggestion, or incentive supporting the combinations. It is impermissible to use the claimed invention as an instruction manual or "template" to piece together the teachings of the prior art so that the claimed invention is rendered obvious. Specifically, one cannot use hindsight reconstruction to pick and choose among isolated disclosures in the prior art to deprecate the claimed invention. Further, it is impermissible to pick and choose from any one reference only so much of it as will support a given position, to the exclusion of other parts necessary to the full appreciation of what such reference fairly suggests to one of ordinary skill in the art.

As the Federal Circuit has recognized, obviousness is not established merely by combining references having different individual elements of pending claims. Ex parte Levengood, 28 U.S.P.Q.2d 1300 (Bd. Pat. App. & Inter. 1993). MPEP 2143.01. Rather, there must be some suggestion, outside of Applicants' disclosure, in the prior art to combine such references, and a reasonable expectation of success must be both found in the prior art, and not based on Applicants' disclosure. In re Vaeck, 20 U.S.P.Q.2d 1436 (Fed. Cir. 1991). In the present case, neither a suggestion or motivation to combine the prior art disclosures, nor any reasonable expectation of success has been shown.
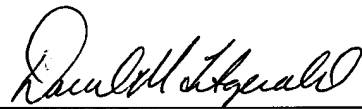
Neither Walker nor Bestwire, considered alone or in combination, describe or suggest the combination(s) in Claims 4, 11, 16, and 25-26. Rather, the Section 103 rejection of Claims 4, 11,

16, and 25-26 appears to be based on a combination of teachings selected from multiple references in an attempt to arrive at the claimed invention. Since there is no teaching nor suggestion for the combination of Walker and Bestwire, the Section 103 rejection appears to be based on a hindsight reconstruction in which isolated disclosures have been picked and chosen in an attempt to deprecate the present invention. Of course, such a combination is impermissible, and for this reason also, Applicant requests that the Section 103 rejection of Claims 4, 11, 16, and 25-26 be withdrawn.

For at least the reasons set forth above, Applicant respectfully requests that the Section 103 rejection of Claims 4, 11, 16, and 25-26 be withdrawn.

In view of the foregoing amendments and remarks, all the claims now active in this application are believed to be in condition for allowance. Reconsideration and favorable action is respectfully solicited.

Respectfully Submitted,

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